

1 UNITED STATES DISTRICT COURT
2 WESTERN DISTRICT OF WASHINGTON AT SEATTLE

3
4 PARLER LLC,)
5 Plaintiff,) C21-00031-BJR
6 v.) SEATTLE, WASHINGTON
7 AMAZON WEB SERVICES, INC.,)
8 Defendant.) January 14, 2021 -
9) 10:00 A.M.
10) Motion Hearing
11)
12)

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14 VERBATIM REPORT OF PROCEEDINGS
15 BEFORE THE HONORABLE BARBARA J. ROTHSTEIN
16 UNITED STATES DISTRICT JUDGE
17
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19 APPEARANCES:

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1 THE CLERK: Good morning, Your Honor. We have everybody
2 here, if you would like me to go ahead and call the case.

3 THE COURT: If you would please, Grant.

4 THE CLERK: Thank you, Your Honor.

5 The United States District Court for the Western District of
6 Washington is now in session. The Honorable Barbara J. Rothstein
7 presiding.

8 This is the matter of Parler LLC versus Amazon Web Services,
9 Incorporated, Cause No. C21-31, assigned to this court.

10 Will counsel please make their appearances for the record?

11 MR. GROESBECK: Thank you. This is David Groesbeck on
12 behalf of Parler LLC.

13 MS. DORAN: Yes. Ambika -- I'm sorry. Ambika Kumar
14 Doran on behalf of Amazon Web Services.

15 THE COURT: Good afternoon all, or I guess for you it's
16 good morning.

17 MR. GROESBECK: Good morning.

18 THE COURT: We're ready to proceed with argument.

19 Mr. Groesbeck, I have allowed a half an hour. Do you want to
20 save some time for rebuttal?

21 MR. GROESBECK: I will. And, Your Honor, frankly, I
22 don't think it will be a half hour of argument on behalf of
23 Parler.

24 THE COURT: Fine. Well, why don't you lead off then, if
25 you would, please?

1 MR. GROESBECK: Great. Thank you very much.

2 And may it please the court, the court is very familiar
3 obviously with -- Can you hear me okay?

4 THE COURT: Yes, I hear you just fine.

5 MR. GROESBECK: The court is very familiar with what is
6 required in order to grant a TRO, as well as a preliminary
7 injunction; however, Parler LLC's motion for TRO should be
8 granted because it has shown that it will suffer and has suffered
9 irreparable harm. By shutting Parler down entirely, Amazon Web
10 Services, or I will be using the acronym AWS, has necessarily
11 shut down all of Parler's more than 15 million accounts and,
12 through advertising, its sole source of revenue. The company now
13 has no income to meet its overhead or other financial
14 obligations. On the other hand, when AWS terminated Parler on
15 Saturday night at 11:59 p.m., excuse me, Sunday night, you know,
16 it's very easy to maintain the status quo, i.e., Amazon just has
17 to switch -- has to flip a switch and then the content wouldn't
18 be on there.

19 Going back to sort of this -- To give you a historical
20 timeline here, Parler has been with Amazon, who does a hosting
21 service, for about two and a half years, and over time, AWS and
22 Parler have met and conferred over some user content that was
23 violative of not only Parler's user requirements but also
24 Amazon's. And, in fact, there was some discussion between
25 Parler's representatives as well as with Amazon that, in

1 December, where there was some content that needed to be
2 regulated, and they did that. So between, essentially,
3 December 18th or so and January 8th, there was, essentially, not
4 really a peep from AWS. And so, you know, AWS knew -- Well, let
5 me sort of give you -- By way of background, I'm not on social
6 media, but I have learned a lot, and so, hopefully, if I use some
7 terms, Your Honor, and you don't understand them, perhaps
8 Ms. Doran and I can help clarify those.

9 But the AWS model, which they had been in the process of
10 changing, was what they called a reactive model. In other words,
11 you would have user content, and then there would be jurors,
12 essentially, that were volunteers, but also paid personnel from
13 Parler, but they reacted to the posts. They were in the process
14 of changing that, all with the help of AWS, in that they were
15 going to a proactive model. One of the reasons why they were
16 going to be proactive is because Parler was finding that they
17 were having many users sign up for their service, and so --
18 but -- And how you become proactive in the social media pipe,
19 you know, pipeline, is that there's artificial intelligence that
20 will, if there's a message that goes out or content, there is
21 this algorithm that sort of sees where the speech is so they can
22 regulate it better. And, effectively, Amazon, you know, gave a
23 generic complaint on last Friday, on January 8th, and then they
24 were terminated on January 9th, and then the server was cut down
25 on Sunday at 11:59.

1 You know, interestingly, months before they were terminated,
2 AWS had spent months trying to create a long-term relationship
3 with Parler. So, for example, there was some discussion that
4 Parler would go ahead and be hosted on -- it's more software
5 stuff, but it's a proprietary system from Amazon. They were
6 solicited by Amazon to work with venture capitalists, in other
7 words, to get more money so that Parler could grow in their
8 significance. Unfortunately, the communications broke down
9 between the parties and the contract was terminated.

10 But it's important to know that Amazon alleges in their
11 pleadings that, well, it wasn't really a termination because, in
12 reality, it was a suspension. Well, you know, that's -- you
13 know, if you are taken off the server, you've got, essentially,
14 ten hours' notice or thereabout -- no, 20 hours', I think it was,
15 notice that they were going to be terminated. That is a
16 termination. That's not a suspension. And since that time, AWS
17 has not indicated any good-faith efforts to get the site up and
18 going and, number two, that to help Parler out.

19 So all these actions taken by AWS demonstrate irreparable
20 harm, an injury, and, you know, I think that's the most important
21 one.

22 Number two, with respect to the public interest -- Oh, let
23 me go back on one thing that I wanted to say. On or about
24 January 7th, Thursday, which was the day after the riots on
25 Capitol Hill, AWS is now alleging, but without evidence

1 whatsoever, that Parler was used to incite the riots. And there
2 is no evidence of that. In fact, you know, even more so is
3 because Parler has not had access to its data. They can't even
4 go and try to look up the data to see what was there. In other
5 words, they're holding the key that my clients cannot obtain.

6 And so, you know, the benefits to be restored will, you know,
7 also have a public interest, an equities issue as well, because
8 millions of law-abiding Americans have had their voices silenced
9 by AWS's decision. And, really, granting the temporary
10 restraining order would merely require the parties to maintain
11 the pre-action status quo.

12 Now, in the declarations that were filed by the CEO, John
13 Matze, and then -- excuse me, Your Honor -- and Amy Peikoff, they
14 demonstrate that because of the surge in popularity of Parler,
15 and I think that -- you know, we claim that that was because
16 President Trump had decided or, excuse me, Twitter had suspended
17 his Twitter account, and so there was speculation that he would
18 move over to Parler. Well, you know, as any company that is
19 growing in popularity -- In fact, I believe that the -- you
20 know, Mr. Matze's declaration, you know, he stated that they were
21 the highest Apple App or they had more people buying that App in
22 at least the last month, probably the last two. And so, sure,
23 once they had the surge in new people, there had been some
24 content that was both violative of Parler's guidelines as well as
25 Amazon's.

1 With respect to the -- with respect to that, as it's borne
2 out in the declarations, the Twitter -- excuse me -- Parler had
3 lost service for about seven hours, and so during that time, they
4 were able to remove, essentially -- they had 26,000 content that
5 they were manually deleting or getting rid of so that they would
6 be compliant. At the very end and right before AWS terminated
7 them, they had it down to 1,000 content pages. So I think it's
8 disingenuous for AWS to say that -- In fact, you know, in their
9 briefing, they spent a lot of time on the hate mail that they
10 pulled down. And, again, it's not part and parcel to Parler.
11 Twitter has the same issues. And, again, I brought that up in my
12 brief. You know, even after the riots, Twitter left on, I think
13 it was probably three days I believe it was, you know, a hashtag,
14 or whatever it is, "hangmikepence." In other words, I think
15 social media is struggling with content, especially when faced
16 with a surge in popularity, but also where their voices could be
17 heard. But there is no evidence, other than some anecdotal press
18 references, that Parler was involved in inciting the riots of
19 January 6th.

20 So looking at the public interests and the equities and that
21 balance, you know, those maintain the status quo. Sure, they'll
22 still -- you know, both parties will have to meet with their
23 commitments and honor those and then go from there.

24 By the way, Parler has not been able to locate any service,
25 web hosting, for their content, and there are reasons for that,

1 as explained by Mr. Matze. And at the end of his declaration,
2 you know, he -- you know, he's had deaths threats, he's had
3 vendors that have left because of Amazon's conduct, and he's had
4 hate mail. He wants to make sure that the platform is -- you
5 know, that the community guidelines and their user guidelines are
6 fulfilled.

7 Of the three causes of action, the breach of contract I think
8 is a clear one. And, again, for purposes of this temporary
9 restraining order, again, having Amazon flip the switch back up
10 is not a big deal, it's not burdensome, it's not costly, and
11 so --

12 THE COURT: Let me interrupt you a minute,
13 Mr. Groesbeck.

14 MR. GROESBECK: Sure.

15 THE COURT: What do you say about the portion of the
16 contract that Amazon cites, 7.2(b) two little i's, which seems to
17 provide for immediate termination?

18 MR. GROESBECK: Yes, but it's a short termination. In
19 other words, it's not -- it doesn't contemplate -- and that's for
20 a material breach. Okay. And so -- but it's a temporary
21 suspension. And, instead, they took Parler, you know, completely
22 off.

23 THE COURT: How do you get to temporary suspension from
24 termination? Termination --

25 MR. GROESBECK: Well --

1 THE COURT: -- means termination and --

2 MR. GROESBECK: Right, right. And, again, I think AWS
3 is being a little cheeky by using that term because they don't
4 want to say that they terminated because then they know that
5 they're admitting to violating their own agreement. But it is a
6 termination. And not only that, AWS has indicated that they have
7 no desire to keep Parler. And, at most, they've said, hey, we
8 will help you move our files over to your new server. But,
9 again, in this day and age, that's a very difficult proposition.

10 THE COURT: Okay. Well, let me ask you something. And
11 if you want a few minutes to think about this, you can always
12 answer me later. At what point -- Your TRO was filed before the
13 actual, whatever you are going to call it, suspension/
14 termination. So we have already moved on to a different phase of
15 things. So the actual wording of your initial TRO, but we've all
16 moved on. The briefs clearly recognize the current status.

17 MR. GROESBECK: Sure.

18 THE COURT: So my question to you is this. We now have
19 had notice, court-ordered notice. You did that. You use notice
20 now.

21 MR. GROESBECK: Yeah.

22 THE COURT: The parties have had agreements to file
23 briefs. At what point do you think the TRO request turns into a
24 preliminary injunction request? I know, you know, the
25 requirements are exactly the same. Is it just a matter of

1 terminology, or do you really think we should stick with the TRO
2 terminology? What's your thinking?

3 MR. GROESBECK: Yeah. Thank you, Your Honor.

4 And I will just sort of fill in the time frame. On the 9th,
5 Parler was given notice of termination. Parler scrambled. But
6 the termination said effective the 10th at 11:59. So I completed
7 paperwork on the 10th. Unfortunately, I was unable to file it,
8 and only because I apparently didn't realize I had to update the
9 enhanced ECF filing system or the -- apparently ECF, and so I was
10 locked out. I immediately, you know, sent an e-mail Sunday night
11 to Pacer, and by seven -- I think it was 7:56 on Monday morning,
12 they said, oh, everything is good, you are good to go to file.
13 And so that's why you saw the date of January 10th, you know,
14 under my signature line. But it was filed on Monday, the 11th,
15 and --

16 THE COURT: Well, I'm not concerned about that. I was
17 just asking you, should we still consider it a TRO rather than --

18 MR. GROESBECK: Yeah.

19 THE COURT: -- a preliminary injunction?

20 The court will do it either way because, you know, the
21 criteria for it are exactly the same.

22 MR. GROESBECK: Yeah. And further -- and thank you for
23 reminding me of the question -- we looked at this and we thought
24 the easiest way to get in was, you know, asking for a TRO and
25 then later following that up with a preliminary injunction

1 motion. And I didn't ask for oral argument because I thought,
2 you know, we will get this on briefing. But I'm happy to be here
3 today.

4 So I would say that we would want a preliminary injunction.
5 And you're right, that's exactly what the standards are, as I
6 opened up with. So I think that -- and it was more of the timing
7 and, you know, trying to put stuff together.

8 THE COURT: Okay. So -- Okay. That sort of was my
9 thinking, that we have really progressed past the TR0 situation
10 once we've had briefing and even now oral argument. Okay.

11 MR. GROESBECK: Yes, Your Honor.

12 THE COURT: Okay. So was there -- was there anything --

13 MR. GROESBECK: I'll --

14 THE COURT: Yeah.

15 MR. GROESBECK: I'll just reserve the rest of my time.

16 THE COURT: Okay. Fine.

17 MR. GROESBECK: Yeah.

18 THE COURT: All right.

19 Ms. Doran.

20 MS. DORAN: Yes, Your Honor.

21 THE COURT: You're up.

22 MS. DORAN: Good morning.

23 The TR0 should be denied because nothing in Amazon's
24 contract, antitrust law, or Washington tort law can compel Amazon
25 to continue hosting on its servers content that incites violence.

1 And while there are some disputes in this case, there is no
2 dispute that the content at issue, which encourages rape, murder,
3 and torture, violates the parties' agreement. And the examples
4 of that content in our briefing are just that, they are examples,
5 they are the tip of the iceberg.

6 I would like to talk first about the contract claim. The
7 sole issue here is whether Amazon was required to provide 30
8 days' notice. It was not. And I would direct the court to the
9 exact section that you raised, which is 7.2(b) little two, as you
10 put it, which says, "We may also terminate this Agreement
11 immediately upon notice to you (A) for cause if we have the right
12 to suspend you under Section 6."

13 So the question about whether this is a termination or a
14 suspension, it is a suspension, but it's a red herring, it
15 doesn't matter for the court's analysis. Amazon had every right
16 to do what it did under the contract.

17 Now, I'm happy to answer questions about the antitrust or
18 tortious interference claim if you have them, otherwise --

19 THE COURT: Well, I'm going to just ask you. You are
20 telling me this is a suspension. Why isn't it a termination? It
21 sure looks like a termination.

22 MS. DORAN: It's a suspension because we're still
23 hosting their data, they still have access to it, and, you know,
24 it was the -- You know, keep in mind, Amazon had to make this
25 decision in a very quick amount of time given the events on

1 January 6th. So what they did was they suspended the account.
2 Now -- now, they didn't say -- I mean, Mr. Matze says this in his
3 declaration, but I can tell you, the people who are on the phone
4 from Amazon don't remember saying this is a termination, this is
5 the end. What they said was, we have to suspend your account
6 tonight, come back to us if you have a different moderation plan.
7 And now they have taken it as a termination. But it doesn't
8 matter, Your Honor. Even if Your Honor -- you don't even need to
9 reach the question of whether it's a suspension or a termination
10 because the result is the same.

11 THE COURT: But, in practicality, does that mean Amazon
12 is still open were there to be a moderation plan or screening
13 plan that looked defective? Am I putting you on the spot by
14 asking about a decision that hasn't been made?

15 MS. DORAN: Yes. And that's definitely right, Your
16 Honor. I don't know. I don't know what would -- You know, a
17 lot of stuff has happened over the last several days. We keep
18 getting more and more information. You know, Mr. Groesbeck made
19 the comment that there's no evidence that, you know, Parler was
20 linked to the attacks on the Capitol on January 6th, but we also
21 know just in the last couple of days there are indictments or at
22 least one indictment that's been unsealed that shows that, in
23 fact, that is false, that somebody -- people are being indicted
24 for the threats that they have made on Parler in connection with
25 the attacks on the Capitol. So I can't say what Amazon would do

1 if, you know, if Parler came back and said, here is an effective
2 moderation plan. And the reality is, Your Honor, there is no,
3 like -- there is nothing -- there's no -- it would be futile to
4 order the relief because there is nothing to suggest that they
5 could actually do this within a period of 30 days, 10 days, or
6 anything like that.

7 And I would like to tell you a little bit more about why that
8 is. There's no one from Parler, nobody, who says right now that
9 they have an effective moderation plan and that this is a problem
10 that can even be fixed, much less fixed within 30 days, nor is
11 there any reason to believe that that would happen. Parler, in
12 the words of its CEO, and what Mr. Groesbeck just said right now,
13 suffered infrastructural stresses that resulted in content
14 moderation plans after January 6th, so much so that when it
15 received a, quote, "intense burst of activity and new users," it
16 shut down for seven hours, and during those seven hours, there
17 were 26,000 reports of abusive content, and yet Parler's CEO
18 said they were expecting even more users. They had 15 million
19 users when the suspension was in effect. They say they were
20 adding at a rate of one million per day. Basically, they were
21 expecting even more when -- if and when President Trump joined
22 the service, meaning that by Inauguration Day, a day where there
23 were threats of violence and still are threats of violence, they
24 would have had 25 million users as opposed to the 15 million
25 users that shut down their service for seven hours and resulted

1 in more than 26,000 reports of abuse.

2 So whether -- you know, again, whether it's a suspension or a
3 termination is irrelevant. And, you know, there is no reason to
4 think, in fact, that they could develop an effective moderation
5 plan. They had been unwilling to and they are unable to.

6 THE COURT: Okay. You were going to move on and address
7 one of the other issues, I believe.

8 MS. DORAN: Yes, Your Honor. I was going to just talk
9 briefly about irreparable harm, since that seems to be something
10 that Parler is focused on. I just want to point the court to
11 page 11 of their brief, which says it agrees with AWS that much
12 of its harm "would be compensable by damages." That's an
13 admission. And there's nothing in the brief about why -- what
14 that means, you know, what "much" means. What is the rest of the
15 harm that can't be remedied in that way?

16 So I don't -- I think there is no irreparable harm. There's
17 no showing, for example, that they went to other providers. I
18 mean, there's a generic assertion, we can't find anybody, but we
19 don't know who they tried. We don't know -- they don't have to
20 use cloud services. They can store the stuff on their own
21 servers. There are lots of alternatives that they haven't
22 addressed. And they have admitted in their briefing that it
23 would be compensable by monetary damages.

24 THE COURT: Okay. Okay. Is there anything else?

25 MS. DORAN: Your Honor, if you have questions about the

1 antitrust or tortious interference claim, I'm happy to address
2 them. Otherwise, I have -- I don't have anything further.

3 THE COURT: Well, I do have a question about the
4 antitrust claim, in that, is Amazon providing the same services
5 to Twitter that it provided to Parler? I mean, they're making a
6 claim that -- they're analogizing and drawing a parallel between
7 themselves and Twitter. Is that an accurate characterization?
8 Are they the same?

9 MS. DORAN: No, Your Honor. And if you look at -- I
10 can't remember which executive's declaration it is. We make
11 clear that Twitter's live feed, which is where, you know, the
12 Tweets appear, does not run on AWS. So it's not accurate to say
13 that Amazon could have taken the same action with respect to
14 Twitter that it took with respect to Parler.

15 THE COURT: Okay. I think that's the last of my
16 questions.

17 MS. DORAN: Okay.

18 THE COURT: Anything else?

19 MS. DORAN: No, Your Honor.

20 I would just underscore that, you know, with respect to the
21 balance of equities and the public interest, those also clearly
22 favor denying injunctive relief here. You know, the events of
23 January 6th changed the way we think about the world, took what
24 was merely hypothetical and made it chillingly real. Amazon had
25 every right, after that happened, with the surge of content,

1 violent content on Parler, to take that into account when it made
2 the decisions it did. There is no dispute that Parler was in
3 violation of its contract. There is no dispute that it signed
4 that contract in 2018, and that contract is pretty clear about
5 what it had to do, and it failed to do that. And after
6 January 6th and with the threats of violence at the inauguration,
7 Amazon made the only real choice it could, which was to suspend
8 the account.

9 THE COURT: I do have one question. You were talking
10 about injunctive relief, and that raised in my mind, again, do
11 you think that we would be justified in treating this as a
12 preliminary injunction rather than a temporary restraining order?

13 MS. DORAN: Yes, Your Honor. I think you have -- I
14 mean, the only thing I would say is this: You know, they dumped
15 a bunch of declarations and evidence into the record on reply,
16 evidence that presumably they had access to when they filed their
17 motion. I got them at 5 p.m. last night. So, you know, I
18 don't -- I agree that the parties have had the opportunity for
19 briefing. I would just say that Amazon has not had a chance to
20 address that evidence. But, yes, this is a more fulsome record
21 and preliminary injunctive relief could be addressed as well.

22 THE COURT: Thank you very much.

23 MS. DORAN: Thank you.

24 THE COURT: Okay. Mr. Groesbeck.

25 Where is he?

1 MR. GROESBECK: Thank you. Thank you, Your Honor.

2 THE COURT: There you go.

3 MR. GROESBECK: Yeah. A couple things that I would like
4 to respond.

5 So these 26,000 reports that were part of the surge, they
6 were cleared out within 48 hours. Okay. And that's after
7 Parler had been offline because of the surge.

8 Number two, Amazon and Parler were in negotiations, as I
9 said, but I think it's an important fact; they were in
10 negotiations to actually use Amazon's AI service, artificial
11 intelligence, as I discussed with you, which has special
12 algorithms to knock these down. Amazon wanted to sell that
13 product to them. They also wanted to sell -- you know, promote
14 private capital so that they could grow. And this all happened,
15 you know, within the last months or so. So they had a good
16 relationship. Like I said, there was some content messaging that
17 Amazon asked them to remove, I think it was December 19th I
18 believe, and between December 19th and January 8th, there was
19 no -- there was not one, you know, shot across the bow, so to
20 speak, about, you know, "Hey, this is a problem, you know.
21 What's going on?" All they said was, "We're going to suspend
22 you."

23 And, you know, on that, on that -- on that note, you know,
24 AWS has not made any other allegation on any other of the grounds
25 for a temporary suspension. In other words, they're calling it a

1 temporary suspension, but they gave no other reason. And so I
2 think that's important to know. And then -- but if, you know --
3 So Ms. Doran argued that there's -- you know, she doesn't believe
4 on behalf of Amazon that there would -- that Parler would be able
5 to change the concept, to change their, you know, their structure
6 to, you know, handle this, and I say, well, we should have the
7 opportunity to. Because they have. And so I will leave it with
8 you on that.

9 I won't address the other two claims as far as the --

10 THE COURT: I do have a question for you.

11 MR. GROESBECK: Sure.

12 THE COURT: Why wouldn't damages be sufficient to
13 compensate if we go through and they don't renew their services?
14 Why wouldn't damages be sufficient here?

15 MR. GROESBECK: Thank you, Your Honor.

16 A couple reasons. Number one is, this is not a subscription
17 service. So it's not like they get, you know, \$15 a month or
18 something like that. The site is supported by advertisers, okay,
19 and so they're gone, you know. So they have no revenue coming
20 in. So, sure, I suppose if, you know, Parler had a lot of money
21 and a couple years to litigate, you know, on a breach of contract
22 claim, there might be damages, but I think the -- you know, in
23 addition to, you know, taking, you know, 15 million people's
24 voices and to turn them off to their social peers is harmful, and
25 for that reason alone, they can't -- you can't make that up in

1 money damages. So I think there's money damages that could --
2 you know, we can come to a calculation, as in most cases, but
3 during the gap, whatever it is, that's going to be harmful to
4 Parler.

5 THE COURT: And the emergency situation that would
6 justify a TRO is what?

7 MR. GROESBECK: Well, I think the -- that number one is
8 leaning towards, you know, the preliminary injunction. You know,
9 even if we had a supplemental brief, that would be required. But
10 I think the case was briefed well and the court is aware of the
11 position. So I would say that, you know, a PI is a better
12 avenue, and that's what we would request.

13 THE COURT: Okay. Well -- Oh, let me ask you one
14 question, Mr. Groesbeck, while I have you here. There is a
15 motion about sealing the record. You haven't filed an objection.
16 Do you have an objection?

17 MR. GROESBECK: Well, I tried to call Ms. Doran this
18 morning. I was not able to reach her. But she and I had been in
19 communications, and on her representations, I don't know, but
20 based on what she told me -- which is also what we were following
21 with. We were sensitive with the court, you know, the public
22 record and that people getting access. But we also have -- we
23 did a few redactions, as you noticed in our pleading. I was
24 going to -- I just got inundated yesterday, but I was planning on
25 following Local Rule 5(g) and making sure that that's put

1 together so that I can file that with the court. But, basically,
2 I can represent to you that it was personal information. So she
3 had asked, which we complied with, she said, you know, please
4 don't give out Amazon people's names.

5 THE COURT: Well, the question I had is, are you
6 objecting to her motion to seal?

7 MR. GROESBECK: No. No. But it's based, Your Honor, on
8 the representation that she had made to me that it was, you know,
9 personal information that they didn't want out there in the
10 public.

11 THE COURT: Okay. Well, thank you very much. Thank
12 you. Thank you, Ms. Doran. I appreciate counsel coming and
13 doing argument on such short notice. And we will try to get you
14 an order as quickly as possible.

15 MR. GROESBECK: Thank you, Your Honor.

16 THE COURT: Great. Bye-bye.

17 MS. DORAN: Thank you, Your Honor. Bye-bye.

18 THE CLERK: Thank you. Court is at recess.

19 (Adjourned.)
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C E R T I F I C A T E

I, Nickoline M. Drury, RMR, CRR, Court Reporter for the United States District Court in the Western District of Washington at Seattle, do certify that the foregoing is a correct transcript, to the best of my ability, from the record of proceedings in the above-entitled matter.

/s/ Nickoline Drury

Nickoline Drury